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3 BILL NO. S-75-08-21

4 SPECIAL ORDINANCE NO. S-157-75

5 AN ORDINANCE approving a contract with R. W.
6 KAIN, INC., for installation of Car Wash at
Lafayette Street Complex

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
8 WAYNE, INDIANA:


9 SECTION 1. That the contract dated July 24, 1975 between the City
10 of Fort Wayne, by and through its Mayor and the Board of Public Works and
11 R. W. KAIN, INC., for:
12

13 Construction of the proposed Automatic Car Wash in
14 the Lafayette Street Complex
15 for a total cost of \$19,975.00, all as more specifically set forth in said contract
16 which is on file in the Office of the Board of Public Works, and is by reference
17 incorporated herein, made a part hereof and is hereby in all things ratified,
18 confirmed and approved.

19 SECTION 2. This Ordinance shall be in full force and effect from
20 and after its passage and approval by the Mayor.

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23 
Councilman

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34 APPROVED AS TO FORM
AND LEGALITY,

35 
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 8-12-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Kraus, and duly adopted, placed on its passage.
Passed (~~last~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	✓				
HINGA	✓				
KRAUS	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D	✓				
SCHMIDT, V	✓				
STIER	✓				
TALARICO				✓	

DATE: 8-26-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) 8-157-75 on the 26th day of August, 1975.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of August, 1975, at the hour of 10:00 o'clock A.M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 27th day of August, 1975, at the hour of 2:00 o'clock P.M., E.S.T.

Jack Hoff
MAYOR

Bill No. Bill No. S-75-08-21

REPORT OF THE COMMITTEE ON PUBLIC WORKS

and, your Committee on Public Works to whom was referred an Ordinance

approving a contract with R.W. KAIN, INC. for installation of Car

Wash at Lafayette Street Complex

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckels

William T. Hinga

Donald J. Schmidt

W. C. Moses Jr.
Eugene Kraus Jr.
John Nuckels
William T. Hinga
D. Schmidt

8-26-75
DATE 8-26-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

July 11, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

After considerable delay resulting from need for a survey and preparation of plans, bids were taken in the Board of Public Works for installation of an Automatic Car Wash at the Lafayette Street Complex. Two bids were received:

R. W. Kain, Inc.	\$ 19,975.00
Butler & Butler Construction	\$ 35,628.00

The contract has been awarded to R. W. Kain, Inc.

Due to the damage of decals on city cars resulting from running through the truck wash and since the contractor will be free to proceed, the Board deems it advisable to request a "Prior Approval" on the contract so construction may be started.

An Ordinance will be submitted as soon as contract documents are written.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neal

Carl E. O'Neal, Member

CEO/nlj

Attachments
cc: Mayor

APPROVED:

Thomas H. Schmidt *Leo T. K. W. Jr.* *James H. Johnson*
John Neugebauer *O. J. Schmidt* *William T. Ingwa* *J. S. Stue* *Eugene Kraus*
MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman
City Clerk
AN EQUAL OPPORTUNITY EMPLOYER

PROJECT Automatic Car Wash - Lafayette Street Complex

TE July 2, 1975

-RES--NO.

B.O. #60-1975

MATERIAL

FORT WAYNE INDIANA

[illegible]

62-181-11 7/24/75

CONTRACT

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

This Agreement, made and entered into this 24th day of July, 19 75

by and between _____

-----R. W. KAIN, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Board Order No. 60-1975, for construction of the proposed Automatic Car Wash

in the Lafayette Street Complex in accordance with plans and instructions on

title sheet of the plans.

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with improve-

Board Order No. 60-1975 and at the following price per lineal foot:

at the following prices:

Construction of Automatic Car Wash in Lafayette Street Complex	Nineteen Thousand Nine Hundred Seventy Five Dollars and No Cents, per Lump Sum	19,975.00
--	--	-----------

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No 60-1975 Board Order the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within thirty (30) days after Councilmanic Approval and in all respects completed on or before 19, 19 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$2500 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 14th day of July, 1975

R. W. Kain, Inc.

By: James W. Kain

Vis: PRESIDENT

Contractor, Party of the First Part.

City of Fort Wayne, Ind. and Through:

Carl E. Neal
Its Board of Public Works and Mayor.

JUL 24 1975

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we -----

-----R. W. KAIN, INC.-----

Contractors

as principal, and Continental Insurance Company of New York, New York-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Nineteen Thousand
Nine Hundred Seventy Five Dollars and No Cents-----

-----(\$19,975.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----R. W. KAIN, INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

XX ~~XXXXXX~~ Board Order No. 60-1975, for
construction of the proposed Automatic Car Wash in the Lafayette Street Complex
in accordance with plans and instructions on title sheet of the plans.

-----according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

R. W. KAIN, INC.-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 14th day of July, 1975

CONTINENTAL INSURANCE COMPANY

R. W. KAIN, INC.

(SEAL)

Walter E. Don
(surety)
Attorney

BY: James W. Stall (SEAL)

ITS: PRESIDENT (SEAL)

Approved this 24 day of July, 1975

Carl E. O'Neal
Betty Ann Davis
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

DAILY ASSURANCE

LIABILITY BOND

Know All Men by These Presents, That we-----

-----R. W. KAIN, INC.-----

as principal, and Continental Insurance Company of New York, New York-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Nineteen

Thousand Nine Hundred Seventy Five Dollars and No Cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$19,975.00)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the 14th

day of July 1975, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 14th day of July 1975

CONTINENTAL INSURANCE COMPANY

(Surety)

Attorney

R. W. KAIN, INC.

(SEAL)

BY: James W. Stull

(SEAL)

IIS: PRESIDENT

(SEAL)

(SEAL)

Approved this 24

day of July 1975

Carl E. O'Neal

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

JULY 11, 1975

APPROVED AS TO FORM AND LEGALITY

City Attorney

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-POWER WORK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER OF, 1975.
 In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades, to wit:

TRADES OR OCCUPATION

CLASS	RATE PER HR.	HOW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S 10.55	35c	55c			31f
BOILERMAKER	S 10.05	50	1.00		1c	
BRICKLAYER	S 9.29	30	25		1	
CARPENTER (BUILDING)	S 8.73		6%		4	21f
CARPENTER (HIGHWAY)	S 9.01	47	40		5	21f
CEMENT MASON	S 8.70	40				
ELECTRICIAN	S 9.50	30	17430		4	
ELEVATOR CONSTRUCTOR	S 8.77	44½	29	7%	2	
GLAZIER	S 8.24	12		25	4	35c/holiday
IRON WORKER	S 10.20	65	80		1	21f
LABORER (BUILDING)	S-SS 6.25-6.65	35	35		9	
LABORER (HIGHWAY)	S-US-SS 5.90-6.05	35	35		7	
LABORER (SEWER)	S-US-SS 6.25-7.33	35	30		7	
LATHER	S 8.20		25		1	31f
MILLWRIGHT & PILEDRIVER	S 9.06		6%		4	21f
OPERATING ENGINEER (BUILDING)	S-SS 7.20-9.90	40	40		5	
OPERATING ENGINEER (HIGHWAY)	S-SS-US 6.96-9.10	40	40		6	
OPERATING ENGINEER (SEWER)	S-SS-US 7.07-9.27	40	40		5	
PAINTER	S 7.75-8.75	37	35		10	6misc.
PLASTERER	S 8.40	40				
PLUMBER & STEAMFITTER	S 9.90	30	65		7	41f
MOSAIC & TERRAZZO GRINDER	S 6.65-8.85					
ROOFER	S 8.75		10			
SHEETMETAL WORKER	S 9.89	40	35		4	131f
TEAMSTER (BUILDING)	S-SS 7.36½-8.3½	1hpw	10.50pw			
TEAMSTER (HIGHWAY)	S-SS-US 7.16-7.76	17.50pw	10.50pw			

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 2 DAY OF July, 1975

Wayne T. Rehder
 REPRESENTING THE GOVERNOR, STATE OF INDIANA

Charles C. Leonard, Jr.
 REPRESENTING THE AWARING AGENT

Frank M. Rine
 REPRESENTING STATE A.F.L. & C.I.O.

CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

R. W. Kain, Inc.
2626 Jeffers Avenue
Fort Wayne, Indiana 46803

The company hereby states that it has issued to the insured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies scheduled herein. It is furnished as a matter of information only, confers no rights upon the holder and is issued with the understanding that the rights and liabilities of the parties will be governed by the original policy or policies as they may be lawfully amended by endorsement from time to time. A ten day written notice will be mailed prior to cancellation.

TYPE OF INSURANCE (Indicate by "X" in Box)	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY	
				BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
<input checked="" type="checkbox"/> Comprehensive Automobile Liability	L3404647	4/1/75	4/1/76	\$ 100,000 each person each occurrence	\$ 100,000 each occurrence
<input type="checkbox"/> Comprehensive General Liability				\$ 300,000 each occurrence	
<input checked="" type="checkbox"/> Manufacturers' and Contractors' Liability	L3404647	4/1/75	4/1/76	\$ 300,000 each occurrence	\$ 100,000 each occurrence
<input type="checkbox"/> Owners', Landlords' and Tenants' Liability					
<input checked="" type="checkbox"/> Contractual Liability				\$ 300,000 aggregate	\$ 100,000 aggregate
<input type="checkbox"/>					
<input type="checkbox"/>					
BROAD FORM EXCESS LIABILITY				\$ each occurrence \$ aggregate-products-completed operations Subject to self-insured retained limit and underlying insurance described in the policy.	
WORKMEN'S COMPENSATION	WC2106617	4/1/75	4/1/76	Coverage afforded in accordance with the Workmen's Compensation Law of the State specified in subdivision (a) below and the Occupational Disease Law, if any, of such State, unless otherwise stated in subdivision (b) below. (a) Statutory (b)	
EMPLOYERS' LIABILITY (Unless otherwise stated, the policy number, effective and expiration dates are the same as those shown for workmen's compensation insurance)				COVERAGE B—EMPLOYEES SUBJECT TO COMPENSATION LAW \$ COVERAGE B—EMPLOYEES NOT SUBJECT TO COMPENSATION LAW	
				INJURY BY ACCIDENT	INJURY BY DISEASE
				\$ each employee each accident	\$ each employee each state
				\$	\$
				MEDICAL \$ each employee	

REMARKS

Covers all operations of the insured

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization, at the address shown, notice of cancellation and, where possible, notice of any material change in any of the described policies.

Board of Works
City of Fort Wayne
9th Floor City County Building
Fort Wayne, Indiana

Date July 16, 1975
By *Walter E. Doane*
Lupke-Rice Associates
Authorized Representative

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

✓
S-75-08-21

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with R. W. Kain, Inc. in amount of \$19,975.00
for installation of an Automatic Car Wash at the Lafayette Street Complex (B.O. 60-75)

SEE "PRIOR APPROVAL" AND BID TABULATION ATTACHED

EFFECT OF PASSAGE Acquirement of needed car wash for city cars.

EFFECT OF NON-PASSAGE SEE "PRIOR APPROVAL"

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$19,975.00

ASSIGNED TO COMMITTEE

Public Works J.P.